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Website:

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April Barker, hereinafter referred to as "CLIENT" DOES hereby agree to retain the services of Excel Investigation, a private investigative agency, duly licensed under the laws of the state of California, which maintains its offices at 8105 East 2<sup>nd</sup> Street, Downey, CA, for the purpose of performing the following investigative work: **Process Serving.** 

Client agrees to pay a retainer for services of Excell Investigations or its agents the sum of \$300.00. The balance is due upon completion of case.

In the event it becomes necessary for and investigator to testify at deposition or in court, Excell Investigations shall be compensated at the same hourly rate for such time, including such actual travel time with a minimum of (5) hours chargeable (unless agreed otherwise in the underline clause below).

In consideration of the forgoing terms, it is understood that Excell Investigations shall use it best efforts to investigate the matters set forth and perform the services for which it is being retained. Excel shall explore all lawful means to assure the best performance and results and to do all necessary, appropriate or advisable in performing said services. Excell promises to provide all proof of services which may include any of the Following: (written reports, statements, video documentation, photographs, information services reports, etc....) to guarantee our thorough and sincere efforts. Excel promise to provide a detailed invoice that outlines all expenses or your money back guarantee...!

In the Event that Excell Investigation is unable or unsuccessful to obtain any information or unable to provide proof of service a complete refund will be issued.

Excell Investigations agrees to conduct this investigation with due diligence to protect the interests of CLIENT, and agrees that whatever confidential information is obtained while conducting the investigation, will only be given to CLIENT and further agrees to restrict the dissemination of said findings to any third party.

No service shall be rendered by Excell Investigations to CLIENT until such time as the retainer has been paid and this retainer agreement signed. A copy or fax of the retainer agreement will be valid as an original.

Any amounts or expenses incurred above the retainer fee of \$300.00 balance shall be due payable immediately upon notice. In the event of default in payment of sums due hereunder and if the agreement is placed in the hand of an attorney at law, small claims, or collection including time spent in court, at the same rate per hour agreed. This includes but not limited to any reasonable attorney's fees. Payments arriving after the due date will be considered late and a service charge of 1.5% per month (compounded monthly) of the balance due will be charged to the client. Client consents to collection jurisdiction in the state, or county of Excel Investigation's Choice.

exhibit 74 a 1

Excell Investigations reserves the right to withhold the release of any information which it develops during the course of the investigation in the event the CLIENT has failed to pay for services rendered and costs incurred.

In the event that CLIENT terminates this agreement, CLIENT agrees that the retainer paid to Excel Investigation shall remain the property of Excell investigation and shall be forfeited by CLIENT.

This agreement shall be construed in accordance with the laws of the state of California. If any portion of this agreement is determined to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect. There are no other agreements, express, implied, written, oral or otherwise, except as expressly set forth herein. This Agreement may only by modified in writing signed by both parties.

Dated: <u>3/4/19</u>	Print Name: April Barker  Print Name: April Barker  Signature: Signature:
Dated: <u>3/4/19</u>	Excel Investigations:
	Fernando Villa Jr